

RESOLUTION No. 2008-79-766

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN DECLARATION, ATTACHED HERETO AS EXHIBIT "A," IN FAVOR OF MIAMI TOWER, LLC, AGREEING TO CONSTRUCT FENCING ALONG A PUBLICLY ACCESSIBLE, WALKING/JOGGING PATH ON THE PROPERTY REFERENCED IN THE ATTACHED DECLARATION; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Miami Tower, LLC, has deeded certain property to the City of Miami Gardens for the construction of a publicly accessible, walking/jogging path, and

WHEREAS, in order to ensure the safety and welfare of those citizens utilizing the walking path, the City has agreed to erect and maintain a fence on the property so as to prevent public access from the jogging path onto adjacent property owned by Miami Tower,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Declaration, attached hereto as Exhibit "A," in favor of Miami Tower, LLC, agreeing to construct fencing along a publicly accessible, walking/jogging path on the property referenced in the attached Declaration.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Declaration, with one to be maintained by the City; with one to be delivered to Miami Tower, LLC, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON APRIL 23, 2008.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson  
SECONDED BY: Councilman Gilbert

VOTE: 6-0

Mayor Shirley Gibson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Barbara Watson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Melvin L. Bratton	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Oliver G. Gilbert III	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Aaron Campbell	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No) Out of country
Councilwoman Sharon Pritchett	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman André Williams	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

SKD/teh  
8082896\_1.DOC

# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor Barbara Watson  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell Jr.  
Councilman Oliver G. Gilbert, III  
Councilwoman Sharon Pritchett  
Councilman André Williams

## Agenda Cover Page

Date: **April 23, 2008**

Fiscal Impact: No **X** Yes ☐

(If yes, explain in Staff Summary)

Funding Source: N/A

Contract/P.O. Requirement: Yes ☐ No **X**

Sponsor Name/Department:

**Jay Marder, Development Services**

**Antranette Pierre, Capital Projects**

Public hearing ☐

Ordinance ☐

1st Reading ☐

Advertising requirement: Yes No **X**

RFP/RFQ/Bid #

Quasi-Judicial ☐

Resolution **X**

2nd Reading ☐

## Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN DECLARATION, ATTACHED HERETO AS EXHIBIT "A," IN FAVOR OF MIAMI TOWER, LLC, AGREEING TO CONSTRUCT FENCING ALONG A PUBLICLY ACCESSIBLE, WALKING/JOGGING PATH ON THE PROPERTY REFERENCED IN THE ATTACHED DECLARATION; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

## Staff Summary

In June 2007, the Council approved Resolution No. 2007-112-619-Z-72, the modification of a previously approved resolution (Resolution 4-ZAB-44-79) to permit revised plans, a special exception to expand an existing TV transmitter station, and an unusual use to permit (replace) a guyed tower for TV transmission in a RU-1 zoned property. This resolution included the dedication of a 25' perimeter property to be used a passive recreation park space (i.e. walking/jogging trail).

**Warranty Deed.** A warranty deed dedicating the 25' property illustrated in Exhibit "B," attached, was provided with various easements to insure ingress/egress to the tower itself. These descriptions and

easements were reviewed and deemed correct by the City's surveyor as well as the City Attorney. As such, those documents require no further City Council action.

**Fence Covenant.** In addition to the warranty deed, the owner, Miami Tower, LLC, has submitted the attached declaration for City consideration and approval. The Declaration provides that the City construct a fence upon completion of the "Jogging Path" once the path is constructed. This appears to be a reasonable request due to understandable security and liability concerns of the tower's owners and the need to prevent citizens from endangerment by traversing the tower property itself. Again, the fence is to be constructed by the City, but not until the walking/jogging trail is also constructed by the City. Once the property for the walking path/jogging trail is obtained, the City can begin planning and prioritizing the construction of these facilities.

#### **RECOMMENDATION:**

It is recommended that City Council approve the attached resolution authorizing the execution of the declaration of covenant for fencing purposes for property located at 501 N.W. 207<sup>th</sup> Street, Miami Gardens, FL 33169.

#### **Attachments:**

##### **RESOLUTION**

##### **EXHIBIT "A" DECLARATION**

##### **EXHIBIT "B" SURVEY OF PROPOSED CITY PROPERTY**

## **DECLARATION**

THIS DECLARATION ( "**Declaration**") is made as of this \_\_\_\_\_ day of January 2008, by the **CITY OF MIAMI GARDENS**, a municipal corporation of the State of Florida, whose address is c/o City Attorney, 1515 N.W. 167<sup>th</sup> Street, Suite 200, Miami Gardens, Florida 33169 ("**Declarant**").

### **Preliminary Statement**

A. Declarant is the owner in fee of certain real property located in Miami-Dade County, as particularly described in **Schedule A** attached hereto ("**Parcel 1**"). Declarant intends to construct a publicly-accessible walking/jogging path on Parcel 1 ("**Jogging Path**"). Declarant, in its capacity as the owner of Parcel 1, is hereinafter sometimes referred to as the "**Parcel 1 Owner**"

B. **MIAMI TOWER, LLC**, a Florida limited liability company whose address is c/o \_\_\_\_\_ WPLG, 3900 Biscayne Blvd., Miami, FL 33137 ("**Tower**") is the owner in fee simple of certain real property located contiguous to Parcel 1 ("**Parcel 2**"). Parcel 2 is more particularly described in **Schedule B** attached hereto. Tower is hereinafter sometimes referred to as the "**Parcel 2 Owner**".

C. Declarant recognizes that to promote the safety and welfare of those utilizing Parcel 1, that Declarant erect and maintain fencing on Parcel 1 so as to prevent public access to Parcel 2.

D. NOW, THEREFORE, Declarant hereby imposes and establishes the following covenants on Parcel 1:

### **ARTICLE I.** **FENCING**

Section 1.1 **Fencing**. Declarant, at its sole cost and expense, shall, promptly upon completion of construction of the Jogging Path on Parcel 1, erect and maintain uninterrupted fencing along the interior perimeter of Parcel 1 with a height not less than six feet (6'), and in compliance with applicable codes. Such fencing shall have gate of not less than twenty feet (20') in width located along N.W. 207<sup>th</sup> Avenue so as to facilitate ingress and egress for Parcel 2 Owner pursuant to the easement in favor of Parcel 2 Owner located on Parcel 1. Declarant shall provide to Parcel 2 Owner a set of keys to unlock the gate. Such fencing and gate are collectively referred to herein as the "**Fencing**". The Fencing shall be erected and maintained in a manner so as to not interfere with Parcel 2 Owner's reasonable use and enjoyment of Parcel 2.

Section 1.2 **Third Party Beneficiary**. Parcel 2 Owner and its successors and assigns shall be third-party beneficiaries of the obligations of Declarant imposed under this Declaration. Parcel 2 Owner has joined in this Declaration to evidence its consent to the terms hereof.

**ARTICLE II.**  
**MODIFICATION AND PERFORMANCE**

Section 2.1 Modification; Termination. Declarant may not modify or terminate this Declaration except with the written consent of Parcel 2 Owner.

Section 2.2 Force Majeure. In the event Declarant shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control Declarant.

Section 2.3 No Waiver of Rights. No failure or delay of Parcel 2 Owner to exercise any right or power given it herein or to insist upon strict compliance by Declarant of any obligation imposed on it herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Parcel 2 Owner or any right it has herein to demand strict compliance with the terms hereof by Declarant.

**ARTICLE III.**  
**TERM**

This Declaration and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law.

**ARTICLE IV.**  
**NOTICES**

Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon receipt or refusal of receipt when sent by (i) registered or certified mail, return receipt requested, or (ii) personal hand delivery, or (iii) overnight courier service, to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice.

If to the Parcel 1 Owner:

City of Miami Gardens  
1515 N.W. 167<sup>th</sup> Street, Suite 200  
Miami Gardens, Florida 33169  
Attn: City Attorney

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Parcel 2 Owner:

WPLG  
3900 Biscayne Blvd.  
Miami, Florida 33137  
Attn: \_\_\_\_\_

With a copy to:

Tew Cardenas LLP  
1441 Brickell Avenue, 15<sup>th</sup> Floor  
Miami, Florida 33131  
Attn: Santiago D. Echemendia, Esq.

**ARTICLE V.**  
**MISCELLANEOUS**

(a) If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(b) This Declaration shall be construed in accordance with the laws of the State of Florida.

(c) The Article headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

(d) Nothing in this Declaration shall be construed to make the parties hereto partners or joint venturers or render Parcel 2 Owner liable for the debts or obligations of Declarant or the Declarant liable for the debts or obligations of Parcel 2 Owner. Further, Parcel 2 Owner shall in no way be liable for the maintenance or repair of either the Jogging Path or the Fencing by virtue of the reasonable use by Parcel 2 Owner, its contractors, employees, agents, successors or assigns, of Parcel 2 and such easement areas over Parcel 1.

(e) This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

**DECLARANT:**

**CITY OF MIAMI GARDENS**

Signed, sealed and delivered  
in the presence of:

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Seal]

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of JANUARY 2008, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF MIAMI GARDENS**, a municipal corporation, on behalf of Declarant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type, Print or Stamp Name

My Commission Expires:

**JOINDER**

The undersigned is a third-party beneficiary of the covenants contained in the Declaration and consents thereto.

Signed, Sealed and Delivered  
in the presence of:

**MIAMI TOWER, LLC,**  
a Florida limited liability company

By: Post-Newsweek Stations Florida,  
Inc., a Florida corporation

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January 2008 by \_\_\_\_\_, as \_\_\_\_\_ of Post-Newsweek Stations Florida, Inc., a Florida corporation, the Managing Member of Miami Tower, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type, Print or Stamp Name

My Commission Expires:

## SCHEDULE A

### Parcel 1

DESCRIPTION: (TRAIL)

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 51 SOUTH, RANGE 41 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 01°31'36" EAST 1323.40 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, NORTH 87°26'28" EAST 40.01 FEET TO POINT OF BEGINNING #1; THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 87°26'28" EAST 1269.89 FEET; THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 01°39'34" EAST 1285.42 FEET; THENCE ALONG A LINE PARALLEL WITH AND 35.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 87°18'55" WEST 1272.92 FEET; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, NORTH 01°31'36" WEST 439.09 FEET; THENCE SOUTH 87°18'55" WEST 5.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 35.00 FEET EAST OF SAID WEST LINE, NORTH 01°31'36" WEST 50.01 FEET; THENCE NORTH 87°18'55" EAST 5.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET EAST OF SAID WEST LINE, NORTH 01°31'36" WEST 799.17 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 01°31'36" EAST 1323.40 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, NORTH 87°26'28" EAST 65.01 FEET; THENCE ALONG A LINE PARALLEL WITH AND 65.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 01°31'36" EAST 25.00 FEET TO POINT OF BEGINNING #2. THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, NORTH 87°26'28" EAST 832.93 FEET; THENCE NORTH 02°33'29" WEST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 10.00 FEET SOUTH OF SAID NORTH LINE, NORTH 87°26'28" EAST 60.00 FEET; THENCE SOUTH 02°33'29" EAST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTH OF SAID NORTH LINE, NORTH 87°26'28" EAST 327.02 FEET; THENCE ALONG A LINE PARALLEL WITH AND 50.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 01°39'34" EAST 509.67 FEET; THENCE NORTH 88°20'26" EAST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF SAID EAST LINE, SOUTH 01°39'34" EAST 60.00 FEET; THENCE SOUTH 88°20'26" WEST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 50.00 FEET WEST OF SAID EAST LINE, SOUTH 01°39'34" EAST 665.90 FEET; THENCE ALONG A LINE PARALLEL WITH AND 60.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, SOUTH 87°18'55" WEST 1222.86 FEET; THENCE ALONG A LINE PARALLEL WITH AND 65.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, NORTH 01°31'36" WEST 367.19 FEET; THENCE SOUTH 88°28'24" WEST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 50.00 FEET EAST OF SAID WEST LINE, NORTH 01°31'36" WEST 60.00 FEET; THENCE NORTH 88°28'24" EAST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 65.00 FEET EAST OF SAID WEST LINE, NORTH 01°31'36" WEST 811.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 122,956 SQUARE FEET (2.823 ACRES) MORE OR LESS.

## **SCHEDULE B**

### **Parcel 2**

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 01°31'36" EAST 1323.40 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, NORTH 87°26'28" EAST 65.01 FEET; THENCE ALONG A LINE PARALLEL WITH AND 65.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 01°31'36" EAST 25.00 FEET TO POINT OF BEGINNING #2. THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, NORTH 87°26'28" EAST 832.93 FEET; THENCE NORTH 02°33'29" WEST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 10.00 FEET SOUTH OF SAID NORTH LINE, NORTH 87°26'28" EAST 80.00 FEET; THENCE SOUTH 02°33'29" EAST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTH OF SAID NORTH LINE, NORTH 87°26'28" EAST 327.02 FEET; THENCE ALONG A LINE PARALLEL WITH AND 50.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, SOUTH 01°39'34" EAST 509.57 FEET; THENCE NORTH 88°20'26" EAST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF SAID EAST LINE, SOUTH 01°39'34" EAST 60.00 FEET; THENCE SOUTH 88°20'26" WEST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 50.00 FEET WEST OF SAID EAST LINE, SOUTH 01°39'34" EAST 865.90 FEET; THENCE ALONG A LINE PARALLEL WITH AND 80.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, SOUTH 87°18'55" WEST 1222.86 FEET; THENCE ALONG A LINE PARALLEL WITH AND 65.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36, NORTH 01°31'36" WEST 367.19 FEET; THENCE SOUTH 88°28'24" WEST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 50.00 FEET EAST OF SAID WEST LINE, NORTH 01°31'36" WEST 60.00 FEET; THENCE NORTH 88°28'24" EAST 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 65.00 FEET EAST OF SAID WEST LINE, NORTH 01°31'36" WEST 811.01 FEET TO THE POINT OF BEGINNING.

